# Exhibit 1, Part 1

Firm ID # 32893

### CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

TIG Insurance Company	)	
Plaintiff,	)	
v.	Case No. 0 7 CH	3862 5
Global Reinsurance Corporation of	)	
America	)	e *
Defendant.	)	d et

### COMPLAINT FOR DECLARATORY JUDGMENT AND MONEY DAMAGES

Now comes the plaintiff, TIG Insurance Company ("TIG"), by and through its attorneys, LOVELLS LLP, and for its Complaint against defendant Global Reinsurance Corporation of America ("Global") as successor-in-interest to Constitution Reinsurance Corporation ("Constitution Re"), alleges as follows:

1. This case concerns defendant Global's failure to honor numerous reinsurance agreements that its predecessors issued to TIG (the "Reinsurance Agreements"). Those Reinsurance Agreements contain contractual provisions requiring Global to indemnify TIG for a portion of the "expenses" that TIG incurs in connection with claims under policies issued by TIG. Global has violated those coverage obligations. TIG has incurred millions of dollars in litigation expenses in connection with efforts by TIG's policyholder to obtain insurance coverage from TIG. Although Global is properly responsible to cover over \$1,340,000 of those past "expenses," as well as such expenses incurred in the future, Global refuses to reimburse TIG for any such expenses. Accordingly, TIG brings this action to obtain a declaration regarding Global's coverage obligations and to recover the sums owed to TIG pursuant to the Reinsurance Agreements.

#### THE PARTIES

- 2. Plaintiff TIG is a California corporation with its principal place of business in New Hampshire. TIG is the legal successor-in-interest of certain of the liabilities of several other insurance companies, including International Insurance Company ("IIC), International Surplus Lines Insurance Company ("ISLIC"), and The North River Insurance Company ("North River") (collectively referred to as "TIG"). IIC, ISLIC and North River were the original parties that entered into the Reinsurance Agreements.
- 3. Defendant Global is a reinsurance company domiciled in New York and with its principal place of business in New York City. Global was voluntarily placed into runoff on August 2, 2002 and no longer underwrites or issues new insurance or reinsurance agreements. Global is the legal successor-in-interest to the rights and obligations under the Reinsurance Agreements, which were originally issued by Constitution Re.

#### JURISDICTION AND VENUE

- 4. The court has jurisdiction over this matter pursuant to 735 ILCS §5/2-209. Among other reasons, IIC and ISLIC were domiciled in Illinois throughout much of the period relevant to this Complaint, including at the time the Reinsurance Agreements were issued. Their headquarters and underwriting operations were in Cook County. The North River contracts at issue in this case were assumed in 1993 by IIC, an Illinois company. Global transacts business within Illinois and it has issued reinsurance contracts and coverage to the Illinois companies involved in this case. Further, the performance of the Reinsurance Agreements has been substantially connected with the State of Illinois over the course of many years.
- 5. Venue is proper in this court pursuant to 735 ILCS §5/2-101 in that several transactions or critical portions of the transactions from which this cause of action arise occurred in Cook County, Illinois.

#### FACTUAL ALLEGATIONS

- 6. This Complaint concerns insurance and reinsurance obligations assumed in the 1970s and 1980s. Throughout that period, TIG (through its predecessors) was engaged in the business of providing various commercial property and casualty insurance coverages to corporations and commercial entities. TIG typically provided excess coverage, i.e., excess of underlying insurance or a self-insured retention of the policyholder.
- 7. As is typical in the insurance industry, for various reasons, TIG decided to purchase reinsurance protection to cover a portion of the insurance liabilities that TIG had assumed under the policies it had issued.
- Reinsurance is an insurance contract issued to an insurer. The insurer purchasing the reinsurance is known as the "ceding insurer" or "cedent." TIG is thus the "ceding company" in this instance. A reinsurance contract provides a right of reimbursement when the cedent incurs losses or expenses by making payments or by participating in proceedings to resolve claims under insurance policies it has issued to others. The typical reinsurance agreement requires the cedent to pay its reinsurer a portion of the premiums collected from the insurance policies covered by the reinsurance agreement; in turn, the reinsurer is obligated to indemnify the ceding company for its agreed share of the claims and expenses incurred by the ceding company in connection with its policies.
- 9. From 1974 through 1985, TIG purchased reinsurance protection from Global on numerous occasions. A list of the relevant Reinsurance Agreements, including dates of coverage, limits of liability, and the identity of the underlying policyholders, is set forth as Exhibit A, which is incorporated herein by reference. In addition, a copy of each such Reinsurance Agreement in TIG's possession is incorporated and attached hereto as Exhibits B through Y.

- Although many of the Reinsurance Agreements contain slightly different terms and conditions, at their core, all of them provide that Global was entitled to receive a share of the premiums that TIG received from its policyholders under reinsured policies. In turn, the Reinsurance Agreements all obligate Global to indemnify TIG for its specified share of claims and expenses incurred by TIG pursuant to the reinsured policies.
- 11. There is no dispute in this case regarding premium. In fulfillment of its contractual obligations, TIG has paid to Global all of the premiums properly due and owing to Global under the Reinsurance Agreements. Global has accepted and retained those premiums for its benefit.
- 12. In contrast, Global has failed to honor its contractual obligation to reimburse TIG for "expenses" it has incurred in connection with the reinsured policies issued by TIG.
- 13. Each of the Reinsurance Agreements contains substantially the following language regarding Global's obligation to cover a portion of TIG's expenses:

"All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payment to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declaration in the first layer of participation."

Constitution Re Certificate of Reinsurance, Certificate No. 64677; Section E (emphasis added). With regard to the last sentence of the provision quoted above, all of the Reinsurance Agreements are known as "contributing excess" agreements.

14. Over the years, TIG's policyholders have asserted various claims for coverage under the reinsured policies. Pursuant to its duties to its policyholders, after receiving notice of

claims, TIG has performed an investigation of each claim to determine whether and in what amount it should be paid. Where TIG has determined that claims are covered, they have been paid, and the losses and expenses incurred by TIG have been ceded to Global.

- decisions by TIG that their claims (or portions thereof) were outside the scope or limits of coverage afforded by TIG's policies. Accordingly, TIG's policyholders initiated declaratory judgment actions, seeking a declaration that TIG was obligated to provide the requested coverage. Accordingly, TIG was forced to incur expenses investigating, defending, and responding to those coverage claims. On other occasions, TIG sought to obtain an affirmative declaration that losses at issue were not covered.
- determinations inured to the mutual benefit of TIG and Global. To the extent that TIG was successful in establishing that its policyholders' claims were improper, inflated, or outside the scope or limits of coverage, such a result reduced the amount of loss that Global was obligated to pay. TIG's actions also were necessary and proper to ensure that only covered losses were paid under its policies, a course of action that benefited Global as TIG's reinsurer.
- 17. The expenses TIG incurred in connection with its policyholder's claims for coverage are expenses covered by the plain language of the Reinsurance Agreements. Accordingly, Global is obligated to indemnify TIG for its specified percentage of those expenses.
- 18. After incurring expenses in connection with its policyholder's assertions of coverage, TIG has submitted requests to Global for reimbursement. Pursuant to the terms of the Reinsurance Agreement, TIG consistently invoiced Global for its proportionate share of those expenses as they were incurred, the remainder of which were borne by TIG. Global has refused to pay any such expenses.

19. TIG has incurred declaratory judgment coverage action expenses in connection with (among others) five major policyholders: Beecham, Inc., Combustion Engineering, Inc., the Warner Lambert Company, Rockwell International, and Shell Oil Company. TIG has submitted requests to Global for reimbursement totaling \$1,340,564 in connection with TIG's expenses incurred in coverage actions with those five policyholders. A breakdown of the specific amounts billed by TIG to Global on each of those policyholder accounts is as follows:

Beecham, Inc.	\$ 84,750.60
Combustion Engineering	\$ 200,968.22
Warner Lambert	\$ 899,864.99
Rockwell International	\$ 94,069.26
Shell Oil	\$ 60,911.33
TOTAL	\$ 1,340,564.40

20. TIG has made repeated efforts to obtain Global's compliance with its contractual obligations. After years of discussions and negotiations regarding the issue, on November 26, 2007, TIG sent a final demand for payment. In that letter, TIG notified Global that it would initiate legal proceedings against Global if Global did not accept its obligations and indemnify TIG by December 21, 2007. Despite that demand, Global has continued to deny its obligations.

#### **COUNT I**

#### DECLARATORY JUDGMENT

- 21. TIG hereby re-alleges Paragraphs 1 through 20 as though fully set forth herein.
- 22. TIG has fully performed its obligations under the Reinsurance Agreements.
- 23. Despite repeated demands, Global has failed to honor its obligation to reimburse TIG for its expenses incurred in coverage actions with TIG's policyholders. Further, Global refuses to cover such expenses incurred by TIG in the future.
- 24. Each Reinsurance Agreement constitutes a separate "contract or other written instrument" that is the subject of an actual controversy between TIG and Global. Pursuant to 735 ILCS 5/2-701, TIG is entitled to a declaration establishing its rights and Global's obligations under the Reinsurance Agreements.

WHEREFORE, plaintiff TIG respectfully requests the following relief:

- (A) A declaration that the provisions in the Reinsurance Agreements between TIG and Global regarding Global's obligations to indemnify TIG for its proportionate share of "expenses" includes coverage for expenses incurred by TIG in connection with declaratory judgment or coverage actions between TIG and its policyholders;
  - (B) Costs pursuant to 735 ILCS 5/2-701(e); and
  - (C) Such other and further relief as may be just and proper.

#### COUNT II

#### **BREACH OF CONTRACT**

- 25. Plaintiff TIG hereby re-alleges paragraphs 1 through 24 as though fully set forth herein.
  - 26. TIG has fully performed its obligations under the Reinsurance Agreements.
- 27. Despite repeated demands, Global has failed to pay TIG the amounts properly due and owing under the Reinsurance Agreements.
- 28. Global's failure to pay TIG the amounts owed constitutes a material breach of the Reinsurance Agreements with TIG.
- 29. As a result of Global's material breach of its reinsurance agreements, TIG has suffered financial damages in an amount no less than \$1,340,564.

WHEREFORE, plaintiff, TIG respectfully requests the following relief:

- (A) A finding that Global has breached its Reinsurance Agreements with TIG;
- (B) Entry of a judgment in favor of TIG;
- (C) An award of contract damages against Global in an amount no less than \$1,340,564;
  - (D) Pre-judgment interest;
  - (E) TIG's costs; and

(F) Such other and further relief that this Court deems just and proper.

Respectfully submitted,

TIG INSURANCE COMPANY

One of its Attorneys

Eric A. Haab Robin C. Dusek LOVELLS LLP 330 North Wabash, Suite 1900 Chicago IL 60611 (312) 832-4400 (312) 832-4444 (fax) Firm No. 32893

## EXHIBIT A

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
63353	Beecham, Inc.	4/1/76 - 4/1/77	\$200,000 each occurrence and in the aggregate where applicable part of \$1,000,000 which is excess primary
63354	Beecham, Inc.	41176 - 41177	\$800,000 each occurrence and in the aggregate where applicaable part of \$4,000,000 which is excess of \$1,000,000 which in turn is excess of primary
64677	Beecham, Inc.	4/1/77 - 4/1/78	\$1,000,000 each occurrence and in the aggregate where applicable part of \$4,000,000 which is excess of primary
65746	Beecham, Inc.	4/1/78 - 4/1/79	\$1,000,000 each occurrence and in the aggregate where applicable part of \$4,000,000 which is excess of primary
64693	Combustion Engineering, Inc.	1/1/77 - 1/1/78	\$500,000 part of the limits shown in Item #2 of agreement
65813	Combustion Engineering, Inc.	1/1/78 - 1/1/79	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$5,000,000 which is in excess of \$22,000,000 which in turn is excess of underlying insurance
66488	Combustion Engineering, Inc.	1/1/79 - 1/1/80	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$5,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
67607	Combustion Engineering, Inc.	1/1/80 - 1/1/81	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$5,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
69185	Combustion Engineering, Inc.	1/1/81 - 1/1/82	\$500,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$5,000,000 which is in excess of \$22,000,000 which in turn is excess of primary
2969	Combustion Engineering, Inc.	1/1/82 - 1/1/83	\$500,000 each occurrence and in the aggregate where applicable part of \$12,500,000 part of \$25,000,000 which is in excess of \$22,000,000 which in turn is in excess of primary
70643	Combustion Engineering, Inc.	1/1/83 - 1/1/84	\$500,000 each occurrence and in the aggregate where applicable part of \$12,500,000 part of \$25,000,000 which is in excess of \$22,000,000 which in turn is in excess of underlying insurance

CERTIFICATE NUMBER	UNDERLYING POLICYHOLDER	REINSURANCE COVERAGE DATES	REINSURANCE LIMITS
68717	Rockwell International Corp.	10/1/80 - 10/1/81	\$2,000,000 each occurrence and in the aggregate where applicable part of \$28,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
78662	Rockwell International Corp.	10/1/82 - 10/1/83	\$3,000,000 each occurrence and in the aggregate where applicable part of \$52,000,000 part of \$115,000,000 which is in excess of \$235,000,000 which in turn is in excess of underlying insurance
71542	Rockwell International Corp.	10/1/83 - 10/1/84	\$2,000,000 each occurrence and in the aggregate where applicable part of \$28,000,000 which in turn is part of \$40,000,000 which is in excess of \$60,000,000 which in turn is in excess of primary insurance
61627	Rockwell International Corp.	4/1/74 - 4/1/75	\$2,000,000 each occurrence and in the aggregate where applicable part of \$25,000,000 part of \$40,000,000 which is excess of \$60,000,000
63248	Rockwell International Corp.	4/1/76 - 4/1/77	\$2,000,000 each occurrence and in the aggregate where applicable part of \$20,000,000 part of \$40,000,000 which is excess of \$60,000,000
64633	Rockwell International Corp.	4/1/77 - 4/1/78	\$2,000,000 each occurrence and in the aggregate where applicable part of \$22,500,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
65680	Rockwell International Corp.	4/1178 - 4/1/79	\$2,000,000 each occurrence and in the aggregate where applicable part of \$18,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
66799	Rockwell International Corp.	4/1/79 - 4/1/80	\$2,000,000 each occurrence and in the aggregate where applicable part of \$18,000,000 part of \$40,000,000 which is excess of \$60,000,000 which in turn is excess of primary
68015	Rockwell International Corp.	4/1/80 - 4/1/81	
66114	Shell Oil Company	8/22/78 - 7/1/79	\$1,000,000 each occurrence and in the aggregate where applicable part of \$5,275,000 part of \$50,000,000 which is excess of \$105,000,000 which in turn is excess of underlying insurance
61647	Wamer - Lambert Co.	1/1/74 - 1/1/77	\$500,000 each occurrence and in the aggregate where applicable part of \$1,500,000 part of \$8,500,000 excess of \$40,000,000

REINSURANCE LIMITS	\$1,000,000 each occurrence and in the aggregate where applicable part of \$2,000,000 part of \$15,000,000 which is excess of \$5,000,000 which in turn is excess of underlying insurance	\$1,000,000 each occurrence and in the aggregate where applicable part of 12/34/75 - 12/34/78 \$4 500 000 part of \$5 000 000 which is excess of underlying insurance
REINSURANCE POLICYHOLDER COVERAGE DATES	12/31/75 - 12/31/78	12/31/75 - 12/31/78
UNDERLYING	Warner - Lambert Co.	Warner - Lambert Co.
CERTIFICATE NUMBER	62997	62998

# EXHIBIT B

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



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CONSTITUTION REINSURANCE CORPORATION

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REINSURING AGREEMENTS AND CONDITIONS

COMPANY POLICY NUMBER

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In consideration of the payment of the premium, and subject to the terms conditions and limits of liability set forth here. and in the Oocial conditions made a part here. of, the Hajngurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

#### NEW JERSEY

insurance if applicable, the amount of liability specified in Item 3 of the Decision rations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer: as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically-provided herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Cartificate period . shall be as specified in the Declarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its boiley and all endorsements thereto and egreet to notify the Reinr promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the figure received as the completing all records of the Company relating to this Comment of the Comment of the lating to this Comment of the configuration of the co

- In no event that engone outer than the Company or, in the event of the Company's insolvency his receiver, inquiration or statutory successor, have any rights under this Certificets of Reinsurance.
- The Company shall harity the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or demages sought, without legard to liability, inight result in judgment in an amount sufficient turnovise this Certificers of Fernstrance. The Company theil siso notify the Reinsurar promptic, of any occurrence in respect of which the Company has created a loss reserve equal to or greens, then fifty ID's percent of the Declarate security is specified in item 3 of the Declaration, or, if this reinsurance epplies on a contributing excess basis, when notice of cisim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to essociate counsel at its own expense and to join with the Company and its representatives in the defense and control of any cialing suit or proceeding involving this Cartificate of Reinsurance.
- D. All loss settlements made by the Company, provided they are within the terms and condition of the Infinite half and another in the Infinite half and within the letters and long in the letters and ditions of this Certificate of Reinsurance, shall be binding on the Reinsurger Upon receipt of a definitive statement of loss, the Reinsurer shall promotly by its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on the Company's gross loss payment, if there is no loss payment, the Reinsurer's loss payment, the Reinsurer source company, shall pay its proportion of such expenses only in respect of business accepted on a-contributing-excess basis and then only in the percentage stated in item 4 of the Declarations in the first layer of participation.

#### Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

**EXCESS OF LOSS** The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) appliesly) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

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The reinsurance provided does not apply to NON-CONCURRENT. ards or risks of loss or damage covered ander the Bonnoan Toolicy belief than those specifically set forth in the Declarations. The retention of the Company and liability of the Panapia shall be determined as Albeign the Companie policy applied only to the hezards or risks of loss or damags specifically described in the ITEM 2 - FOLICY LIMITS & APPLICATION Declarations:

- The Reinsurer will be paid or credited by the Company with its proportion vosque of the work of the field of the thing of the television of televisio less all expanses poid by the Company in making such tecovery, if the joint sure of afforded by this Cartificate is on the excess of loss basis, salvage and the applied In the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums caded to the Rei Insurer under this Certificate of Reinsurance.

H. In the event of the insolvency of her consumer the desired the liability by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of successor. The Religions that be given written notice of the periodney of social against the Company on the policy (les) reincurso hereunder within a secsonable, time efter such claim is filed in the insolvency proceedings. The Religion surer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver liquidator, or status tory successor. The expense thus impered by And Approximational an energiable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the generit which may Tooker to the Extent of the Company (Inches and the Company (Inches and the Company (Inches and Inches and I

#### PART OF \$1,000,000 WHICH IS EXCESSOF

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EXCESS OF LOSS

-d: --- Should the Company's policy be cancelled this Certificate shall ter automatically at the same time and date. This Certificate May and be dancelled by the Company or by the Reinsurer upon not less than the number of days shown in item 7 except ten (10) days for non-payment of premium with prior, written notice, one to the other, stating when thereafter the relieusance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro reta tables.

K....The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly author ized representative of the Reinsurer.

50 DAYS

In Hitness Imperent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

WICE PRESIDENT

MENTAL CONTRACTOR

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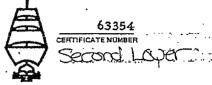
# EXHIBIT C

CONSTITUTION	REINSURANCE	CORPORATION
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110 WILLIAM STREET • NEW YORK, N.Y. 10038

GGDING COMPANY AND ADDRESS

#### THE NORTH RIVER INSURANCE COMPANY



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### CONSTITUTION REINSURANCE CORPORATION

#### CONSTITUTION REINSURANCE CORPORATION

CRUPACO UMA, EMARACO BINTIBA

110 WILLIAM STREET THE NORTH RIVER INSURANGE SACKARA NAOY WAN

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

COMPANY POLICE NUMBER

NAME OF INSURED

In consideration of the payment of the premium, and subject to the terms conditions and limits of liability set forth defeld and in the Decision has been as the company of the Company's policy(is) as follows:

NEW JERSEY

CLIPTON

- insurance if applicable, the amount of liability specified in Item 3 of the Decistor rations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer. as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's colley except when otherwise specifically provided herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Decisrations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its conicy and all endorsements thereto and screet to notify the Reinsurer promptly of all changes which in any manner affect, this Certificate of Buinsurance. The Company shell make available for inspection, and place at the கள்ளமாளம். The Company shall make evenishe for inspection, and place at the disposal of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the fishing the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of credited by the Company with its proposition of the paid of t
- In no event that engone other than the Company or, in the event of the Company's insolvency its receiver, inquicator or statutory successor, have any rights under this Certificate of Peinsurance.
- The Company shall havity the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or demages sought, without legard to liability, inhight result in judgment in an amount sufficient to havolve this Certificere of Figure rence. The Company shell also notify the Reinsurar promptly of any occurrence in respect of which the Company has greated a loss reserve equal to or grave, then firey 50 percent of the Company to the Holling H specified in item 3 of the Declaration, or, if this reinsurance applies on a contributing excess basis, when notice of cisim is received by the Company. While the Reinsure: does not undertake to investigate or defend cluims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to essociate counsel at its own expense and to join with the Company and his representatives in the defense and control of any cialing suit or proceeding involving this Cartificate of Beinsurance.
- FART OF \$1,000,000 WHICH IS EXCESS OF requirement and loss, the Reinsurer lend and the Polymore and the Poly portion of such loss as set forth in the Declarations, in addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to company and the Reinsurer's loss payment, if there is no loss payment, the Reinsurer SX3 DUITUBITION Shall pay its proportion of such expenses only in respect of business accepted on -contributing-excess-basis-and-then-only-in-the-parcentage stated in-Item-4-of the Declarations in the first layer of participation.

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As used in this Certificate the following terms shall have the meaning set opposite each.

The limit(s) of liability of the Reinsurer, as stated in Item **EXCESS OF LOSS** 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

- The Company Warrants to retem for its own account, subject to treatgours YD CONTANTBUTING EXCESS. The Company's policy applies in excess of other wallo insurence, reinsurence or a self-insured retartion and the limit of lightly of the Ballion and the limit of lightly of the Ballion and the limit of lightly of the Ballion and the Balli forth in Item 4 of the Declarations IN STADIFITATION SEDILATER
  - The reinsurance provided does not apply to an NON-CONCURRENT ards or risks of loss or damage coverac diddle The Company Thomas Than those specifically set forth in the Declarations. The retention of the Company sno liability of the remeuter shall be determined shalloud the company policy applied only to the hazards or risks of loss or damage specifically described in the Declaration. ITEM 2 - FULICY LIMITS & APPLICATION
  - less all expanses paid by the Company in making such teapvery. If the paneurance afforded by this Certificate is on the excess of loss been, served another expanded in the inverse order in which liability attaches.
  - The Company will be tiable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurance.
- H. In the event of the innolvency of he realized by this Certificate shall be payable by the Rainsurer on the basis of the licbility of the Company under the policy(les) religioned, without diminution because of spectrimplyers of Directly to the Pompenyic Fernendo in 1818. On the atomy successor. The Religiourer shall be given written notice of the pendency of each claim against the Company on the policy(les) reincurse hereunder suchling test sonable time after such claim is filed in the insolvency proceedings. The Field surer shall have the right to investigate each such distinuant interposs, or its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or status with the Dompany and its represente type in the defense and control of any claim.

  suit or proceeding involving this Cartificate of Painsurance.

  D. All loss settlements made by the Company provided they are within the terms and condition to the extent of a proportionate share of the party fit of the proportionate share of the party of the company as part of maximum to the extent of a proportionate share of the party of the party

- The Reinsurer may offset any balance(s), whether on account of pramiums, commissions, claims, losses, adjustment expense, calvage or any other emount(s) due from one party to the other under this Cartificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting \$3300 hint tell interest of deliberation EXCESSIOF LOSS
- it --- Should the Company's policy be cancelled this Cartificate shall terminate automatically at the same time and date. This Certificate has and be calified by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of gramium with prior written notice, one to the other, stating when thereafter the relieveshee afforded here. by shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rate tables.

K....The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly author ized representative of the Reinsurer. 60 DAYS

In Hitness Thereof, Constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

WICE PRESIDENT

Ward Dimais OKA CARLAMOU BUSA

President

### EXHIBIT D

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PAO WILLIAM STREET • NEW YORK, N.Y. 10038

MPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



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#### CERTIFICATE OF REINSURANCE

#### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 herein called the Reinsurer

APR 2 9 1977

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company is policy(les) as (ollows:

- · Val. A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Itum 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Itum 4 of the Declarations, shall follow that of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith. The Company warrants to retain for its own account, subject to treaty
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or hendling of any claims or suits or in any dealings with its pollcyholders is spot fically excluded under this Certificate unless the Reinsurer shall have been nigle aware of and shall have concurred in the actions giving rise to such dama.
- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Rainsurance.
- D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in term 3 of the Declarations: While the Reinsurer does not undertake to investigate or state of the Company has have the right and shall revertheless have the right and shall be an expected as a state of the property of the company of the property and the company is the state of the company of the property and the company of the property and the property of the property and the property of the propert gate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and contains the company and its representatives in the defense and contains the company and its representatives in the defense and contains the company and its representatives in the defense and contains the company and its representatives in the defense and contains the company and its representatives in the defense and contains the company and its representative in the defense and contains the company and its representative in the company and its represe tives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- Certificate of Reinsurance.

  E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policyties) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Heinsurance. Upon receipt of a definitive statement of lose, the Reinsurar shall promptly bay its proportion of such loss as set forth in the Daclarations, in addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salarled employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in I tem 4 of the Declarations in the first layer of participation.

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in ltem 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Daclarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insufance, reinsurance or a self insufed retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percent age(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or tisks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts of politions of the Company's investigative claim file which in the Judgment of the Heinsurer are wholly sufficient for the Reinsurer to assoblish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its pro-G. The Heinsurer will be pard or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on pramiums coded to the Reinsurer under this Certificate of Reinsurance:
- Reinsurer under this Certificate of Reinsurances:

  1. In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be psyable by the Reinsurer on the bacis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such plaim is to be adjudicated, any defenses which it may doem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Rainsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company., · - 44. 1 mm.
- K. Should the Company's policy be cancelled this Certificate shell terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the fumber of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter, the reinsurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rate tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reincurer.

In Hitness Hiterent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

# EXHIBIT E

110 WILLIAM STREET NEW YORK	E CORPORATION N.Y. 10038 657	10 Chgup 3151784
DING COMPANY AND ADDRESS	CERTIFICATI	NUMBER
THE NORTH RIVER INSURANCE COMPANY		
NAME OF INSURED  BEECHAM, INC., ET AL	COMPANY POLICY NUMBER  DC L 000199	9.1.
CITY	STATE	ZIP
CLIFTON	NEW JERSEY	
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CONSTITUTION REINSURANCE CORPORATION

ITEM 7 - CANCELLATION NOTICE

60 DAYS

AUTHORIZED SIGNATURE
ASSISTANT SECRETARY

"COMPANY COPY

#### CERTIFICATE OF REINSURANCE CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET

NEW YORK, NEW YORK 10038 herein called the Reinsurer

#### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policylies as follows:

A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as spacified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsaments thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurance or claims in connection herewith.

B. Liability of the Reinsurer for any damages assessed against the Com-

B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to

C. In no event shall anyone other than the Company of in the event of the Company's insolvency, its receiver, liquidator of statutory successor, have any rights under this Certificate of Reinsurance.

D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer a death, scrious injury or lawsuit. The Company shall also notify the Reinsurer promotity of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Cartificate of Reinsurance. Cartificate of Reinsurance.

E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition the Reinsurer shall pay its proportion of synenset losing the affice. thereto, the Reinsurer shall pay its proportion of expenses (other than office thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employes) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in I tem 4 of the Declarations in the first layer of participation.

Definitions

is used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsured applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts of portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

H. The Company will be liable for all taxes on premiums coded to the Reinsurar under this Certificate of Reinsurance.

Heinsurar under this Certificate of Reinsurance.

I. In the event of the Insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured, hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or listectiver, liquidator, or statutory successor. The expense this incurred by the receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accous to the Company solely as the result of the defense undertaken by the Reinsurer.

J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.

K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten [10] days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance efforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation of the terminate and the company's calculation in the terminate and the company's calculation of the terminate and the company of the terminate and the company of the terminate and the company of the company of the terminate and the company of the co the Company's calculation in the use of short rate or pro rata tables.

The terms of this Cartificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Thereof, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

### NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.\*

- L It is agreed that the policy does not apply under any liability coverage,
  - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

#### Broad Exclusion Provision.\*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
  - - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters of Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (b) resulting from the hazardous properties of nuclear material and with respect to which (I) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to line died in surgical relief, to expenses incurred with respect

  - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material
  - and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom.
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the linjury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only injury to or destruction of property at such nuclear facility.

    The property damage to such nuclear facility and any property thereat.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or wanium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

- With respect to injury to or destruction of property, the word "injury" or "destruction" property damage" includes all forms of radioactive contamination of property.
- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to

(i) Garage and Automobile Policies issued by the Company on New York risks, or

- (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

\*NOTE. The words printed in Italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

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FOR ATTACHMENT TO CERTIFICATE NO. 65746 BETWEEN A/C: BEECHAM, INC., ET AL R/I: THE NORTH RIVER INSURANCE COMPANY #DCL 000 199 and CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT APRIL ...............................

FROM 12:01 O'CLOCK A.M. STANDARD, TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF A NET RETURN PREMIUM OF \$1,600.20, IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART OF SHALL BE AMENDED TO ACCEPT THE TERMS AND CONDITIONS OF NORTH RIVER INSURANCE COMPANY'S ENDORSEMENT NUMBER ONE (1).

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In **期itnebs** 理herenf, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at new york, new york, but the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

President

DAY OF MAY COUNTERSIGNED AT NEW YORK, NEW YORK THIS ...... 25th CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY

### EXHIBIT F

#### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE INTERNATIONAL INSURANCE COMPANY



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CONSTITUTION REINSURANCE CORPORATION

VIČE PRESIDENT

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NO....1 ....

FOR ATTACHMENT TO CERTIFICATE NO. 64693 BETWEEN A/C: COMBUSTION ENGINEERING, INC.

R/I: INTERNATIONAL INSURANCE COMPANY # XS 4080 MARCH 16, 1977.

CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT MARCH 16, 1977.

FROM: 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

IN CONSIDERATION OF AN ADDITIONAL MINIMUM AND DEPOSIT PREMIUM OF \$1.500.00 LESS 22.5% COMMISSION IT IS UNDERSTOOD AND AGREED COVERAGE PROVIDED HEREUNDER IS EXTENDED TO INCLUDE THE GRAY TOOL COMPANY AND ITS' SUBSIDIARIES FOLLOWING THE TERMS OF INTERNATIONAL'S ENDORSEMENT # 1.

MAY 9 1977

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

IN MILITERS MITTERS, THE CONSTITUTION REINSURANCE CORPORATION HAS CAUSED THIS ENDORSEMENT TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

Secretary

COUNTERSIGNED AT NEW YORK, NEW YORK THIS ... 25th...

Afterdent

CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY

## EXHIBIT G

### CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET . NEW YORK, N.Y. 10038

CHUING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY



NAME OF INSURED		COMPANY POLI	CT NUMBER		
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CONSTITUTION REINSURANCE CORPORATION

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VICE PRESIDENT

COMPANY COPY

# EXHIBIT H

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CONSTITUTION REINSURANCE CORPORATION

Dlocy M. JUS M.

AUTHORIZED SIGNATURE

VICE PRESIDENT

FM 18.8.83 (1-77)

COMPANY COPY

### WEHTIHOATE OF REINSULTIVE CONTRACTION OF THE CONTRA CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer . REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability, set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

A. The Company warrants to retain for its own account, subject to treaty reinsurunce if applicable, the amount of Hability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of alice Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Crommany and shall be subject in all respects to all the terms and conditions of the Company's profess except when allowed specifically provided herin of magnetical action management is instrument in the Department of Russian

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it. Liability of the Reinstern for any damages assessed against the Company arising out of its conduct in the investigation, regionation, determs or function of any claims or sails on in any daslings with its policyholders is predifically excluded under this Cartifican unless the Reinstein that linke can made a sort of a all that time construction the latter giving rise to until demografic

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To form receive easy mode and the epiperates partially story and analysis in a cost and canditions of standard unitarity flost and within the beans out of actions of this Contilions of this contilions of the contilions of the flost owner, shall be bridged in the flost owner. Apon many of the Certification of Continue at Continue and the Lincoln of the Reinsurer shell promptly pay its proportion of sook loss as set forth in the Declarations, in addition thereto, the Reinsurer shall pray its proportion of expenses (other than office expenses and payments to any salarined employee) incorrind by the Company in the Investigation and its proportion of court costs and interest un any judgment or award, in the ratio that the Reinsurer's loss payment hears to the floringary's gross loss payment. If there is no loss payment, the Reinsurer shall any its proportion of such expense only in respect of business accepted so a creatifaction excess their sent the received on the respect of business accepted to a creatifaction excess tasks and their only in the processings stated in turn 4. The their rations in the first sent their only in the processings stated in turn 4. of the Declarations in the first layer of perhapsyon.

Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of highlity of the Reinsurar, as stated in from 4 of the Dictarations (Reinsurance Accepted) applicably only to that partial of loss fertilement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally total total total and the limit of habitly total total total total total and the limit of habitly lage(s) set forth in Henry of the Declarations.

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NON-CONCURRENT. The miniatures provided does not apply to any form to be 100 from the 200 from t specifically described in the Declinguistic

DEFINITIVE STATEMENT OF 1 100 Shall remain of their pain or common of the Company's investigation (from the which in the Judgment of the Reinsurer me wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the proposities of any loss reported herounder.

G. The Reinsurus will be paid or credited by the Company with its proportion of salvage, that is, reinsbury ment obtained or recovery made by the Company, loss of each man mid-lay by floringery in making such recovery, if the obtaination afforded by this Companie is on the oxens of loss town, independently this Companie is on the oxens of loss town, independently in the investigation in which tinhality attaches.

The Congrany will be liable for all taxes on premiums exceed to the Release in under this Certificate of Recommence

the house of the Certificate of Recommon.

In the creat of the imposes, the Company, the removement proportion by the Certificate of the imposes, the removement proportion of the creation of the say of the the Rainwant on the tracks of the 10 per color of the say of the the Rainwant of the theorem of the color of the removement of the

J. The Beinsurer may offset any belance(s), whether on account of promiums, commissions, claims, losses, adjustment expense, salvage or any other smount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or horesfer entendinto between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.

Should the Company's policy be cancelled this Certificate shall K. Should the Company's policy be cancelled this Certificate shall cominate automatically at the same time and date. This Certificate may also no cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one in the other, stating when thereafter the reinsurance offorded hereby shall terminate. Proof of mailing shall be doesned proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rate tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Ruinsaror.

In Hitness Therent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Beinsurance to be signed by its President and Secretary in New York, New York but the sums shall not be binding upon the Hemsuran and the controlled by an authorized representative of the Reinsurer.

cames of Shaw secretary

Jand Munaes President

#### NUCLEAR INCIDENT EXCLUSION CL

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of or subscriber to, any association of insurers or reinsurers formed for the purpose of acovering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.\*

A Property

- 1. It is agreed that the policy does not apply under any liability coverage,
  - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Lability Underwriters or Nuclear Insurance Association of Canada, or
- would be an insured under any such policy but for its termination upon exhaustion of its limit of liability. II. Family Automobile Policies (hability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being pencies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following DOVETAGES!

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Lubbility, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision).

#### Broad Exclusion Provision."

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It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy hability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an
  - insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Caverage, or under any Supplementary Payments Provision relating immediate medical or surgicul relief, to expenses incurred with respect

  - to sodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material
  - and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to bodily injury or property damage resulting from the

entherriber to, any accordance of anyters or religible framework or the support of the property of the propert

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only

to property damage to such nuclear facility and any property thereat.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (2) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor.

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" "property damage" includes all forms of radioactive contamination of property.

includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
  - (i) Garage and Automobile Policies issued by the Company on New York risks, or (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

\*NOTE. The words printed in Italies in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

FOR ATTACHMENT TO CERTIFICATE NO. 66488 BETWEEN A/C: COMBUSTION ENGINEERING INC.
R/I: INTERNATIONAL INSURANCE COMPANY #522-000415-8 and CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT JANUARY 1, 1979 ...

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIVED. THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

CEDING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY

ITEM 3 - COMPANY RETENTION

\$1,500,000 SUBJECT TO FACULTATIVE REINSURANCE

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In Witness Wherent, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

DAY OF FEBRUARY

., 19...79...

COUNTERSIGNED AT NEW YORK, NEW YORK THIS ......27th ...

CONSTITUTION REINSURANCE CORPORATION

COMPANY, COPY

# EXHIBIT I

CONSTITUTION RI	EINSURANCE CO	RPORATIO	N A	•
, 110 WILLIAMS	TREET . NEW YORK, N.Y. 10	0038	676	307 =
CEDING COMPANY AND ADDRESS			CERTIFICA	TZNUMBER CO-
INTERNATIONAL INSURA	NCE COMPANY	•••		%.
NAME OF INSURI		522-000435		
COMBUSTION ENGINEERI	VG, INC., CIAL	322-000433	STATE	ZIP /
STAMFORD REINSURANCE POLICY PERIOD	COMPANY POLICY PE	CONNECTICL	T RENEWAL CERTI	06902
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REPLACES CERTIFICATE NO.		701781 21		***************************************
ITEM 1 - TYPE OF INSURANCE	66488	***		
	IABILITY EXCLUDING	PROFFSSTON	IAI LIABILITY /	
ITEM 2 - POLICY LIMITS & APPLICATION	ON .			
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\$2,000,000 EACH 00 PART OF \$5,000,000 OF PRIMARY	CCURRENCE AND IN T 0 EXCESS OF \$22,00	HE ÅGGREGAT 0,000 WHICH	TE WHERE APPLIC I IN TURN IS EX	ABLE CESS
	•			
ITEM 3 COMPANY RETENTION	•			
\$1,500,000	Sel Indoe.	#1.	JAN 3 0 1980	N. Y.
ITEM 4 - REINSURANCE ACCEPTED				
PART OF \$2,000,00	URRENCE AND IN THE O PART OF \$5,000,0 IN TURN IS EXCESS	OO WHICH IS	S IN EXCESS OF	LE
ITEM 5 - BASIS OF ACCEPTANCE				
EXCESS OF LOSS	CONTRIBUTING EXC	ESS	NON-CONCURRE	NT
ITEM 6 - PREMIUM		•		
\$10,000.00 LESS 2	2.5% COMMISSION			
ITEM 7 - CANCELLATION NOTICE				
75 DAYS				
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CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE
VICE PRESIDENT

FW 16 0.93 (1-77)

COMPANY COPY

#### CERTIFICATE OF REINSURANCE CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 . : .

herein called the Reinsurer

. REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (ies)

The Company warrants to retain for its own account, subject to treaty The Company warrants to recan for its own second, subject to treaty reinsurence if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Perinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's land fluite period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.

E. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have seen made aware of and shall have concurred in the actions giving rise to segerrsb ric.

In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in 1tm 3 of the Declarations. While the Reinsurer does not undertake to investigate or defand claims or suits, it shall revertheless have the right and shall be then the company to severity as the Company to severity. given the opportunity, with the full cooperation of the Company, to essociate counsel at its over expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

Certificate of Reinsurance.

E. All loss settlements imade by tithe Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company the investigation and its proportion of coun costs and interest on any juginant or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted the control ting excess basis and then only in the percentage stated in item 4.

The control ting excess basis and then only in the percentage stated in Item 4 of the Declarations in the first leyer of participation.

#### Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurents Accepted applicatly) only to that portion of loss settlement(s) in excess of the applicable retendion of the Company as stated in Item 3 of the Declarations.

anus A Skan Secretary

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a salf insured retention and the limit of liability of the Reinsurer applies proportionally to all icss settlements in the percent age(s) set forth in Item A of the Declarations.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or damage develop under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propertities of any loss reported between the

'G. "The Reinsurer will be paid or distilled by the Company with its proportion of salvage, that is, reimburgament obtained or recovery made by the Company, lets all expanses paid by the Company in traking such recovery, if the reinsurance afforded by this Cathifore is on the access of lost basis, salvage shall be applied in the inverse order in which liability extaches.

The Company will be liable for all taxes on premiums coord to the Rainsurer under this Cartificate of Rains france.

In the event of the insolvency of the Company, the reinsurence provided by this Certificate shall be payable by this Reinsurence in the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, flouidator, or statutory successor. The Reinsurer shall be given written notice of the pendency of each claim against the Company on the policylies) reinsured hereunder within a reasonable time after such claim is filled in the involvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the processing where such claim is to be adjudicated, any defenses the thin my deem are limit to the Company or large receiver, inquicator, or statuting succession the appears the interpret by the Reinsurer shall be characteries, subject to out it so now, engine the indivention that includes Reinsurer shall be transective, subject to bount controlly against the intrivert Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company sole y as the result of the defense undertaken by the Reinsurer.

J. The Reinsurer may differ any balandsis), whether on account of premiums, commissions, claims, losses, adjustment expanse, salvage or any other amounts) due from one party to the other under this Certificate of Reinsurance or under any other agreement heradifier or heradifier attacks into between the Company and the Poinsurar, whether satisfy as anuming reinsurer or as ceding Company. .

K. Should the Company's colley be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate thay also be cancelled by the Company or by the Reinsurar upon not less than the number of days shown in Item 7 except ten 110) days for non-payment of premium with prior written notice, one to the other, stating when therefire the reinsurance afforded hereby shall, terminate, Proof of mailing shall be deemed proof of notice and calculation of the served premium shall follow the Company's calculation in the use of short rate or pro rate tables.

The terms of this Cortificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part haraof, executed by a duly authorized representative of the Reinsurer.

In Milnes Mherent, constitution reinsurance corporation has caused this Certificete of Reinsufance to be signed by its Fresident and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Rainsurer.

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### NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- The second of the second of (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association,
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.\*

- I. It is agreed that the policy does not apply under any liability coverage,
  - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Cazada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of Eability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile. Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reirs wance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

#### Broad Exclusion Provision.\*

It is agreed that the policy does not apply:

- L Under any Liability Coverage, to bodly injury or property damage.
- - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating . to stimmediate medical or surgical relief, to expenses incurred with respect first aid,

  - to {bodily injury, sickness, disease or death resulting from the hazzrdous properties of nuclear material
  - and arising out of the operation of a nuclear facility by any person or organization

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bijury, sickness, disease, death or destruction resulting from the HI. Under any Liability Coverage, to bodily injury or property damage

hazardous properties of nuclear material, if (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of,

- an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the bodily injury or property damage services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its tetritories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

  property damage to such nuclear facility and any property thereat.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties: "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means .

(2) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 35 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium
- (d) any structure, basin, excevation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

With respect to injury to or destruction of property, the word "injury" or "destruction" "property damage" includes all forms of radioactive contamination of property.

includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
  - (i) Garage and Automobile Policies issued by the Company on New York risks, or (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof. .
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada,

\*NOTE. The words printed in Italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words. .

	. ENDO	RSEMENT	, •	NO	• .
FOR ATTACHMENT TO CERTIFICA	ATE NO. <u>F-67607</u> ATIONAL INSURAN	BETWEEN A/C: CO	MBUSTION #522-0004	<u>ENGINEÈRING</u> . 35-6	
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TEM 2 - POLICY LIMITS AN	ND APPLICATION			TON DATE	
TEM 3 - COMPANY RETEN		•	☐ NAME	OF INSURED	•
ITEM 5 - BASIS OF ACCEPT		•	. ENDO	RSEMENT NUMBER	
☐ ITEM 6 - PREMIUM		, .	☐ CANC	ELLED	
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# EXHIBIT J

### **CONSTITUTION REINSURANCE CORPORATION**

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL INSURANCE COMPANY



69185

APR - 9 1981

NAME OF INSURED		COMPANY FOL	ICY NUMBER	1	
COMBUSTION ENGINEERING, INC	ETAL	522-003-	002-4		
CITY			STATE		719
STAMFORD REINSURANCE POLICY PERIOD	COMPANY POLICY	CONNECT	ICUT	HENEWAL CERTIF	06902
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REPLACES CERTIFICATE NO.	. 4.) 31	<del></del>			
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA LIABIL	ITY				
ITEM 2 - POLICY LIMITS & APPLICATION	<del></del>				
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ITEM 3 - COMPANY RETENTION					
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ITEM 4 - REINSURANCE ACCEPTED					
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ITEM 5 - BASIS OF ACCEPTANCE					
EXCESS OF LOSS	CONTRIBUTING EX	CESS		NON-CONCURREN	iT
ITEM 6 - PREMIUM					
11 EM D - LUCIMIOM					
\$6,587.50 NET					
ITEM 7 - CANCELLATION NOTICE	***************************************				
TEM 1 - OUISOPPEULIOIS MOTIOD					
45 DAYS					

CONSTITUTION REINSURANCE CORPORATION

SENIOR VICE PRESIDENT

EMI

Mr. Ja

(N-11 ER.O.M 11-17)

COMMENDA COUNT

### CERTIFICATE OF REINSURANCE

#### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET 'NEW YORK NEW YORK NEW YORK 10038 herein called the Reinsurer

#### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part liercof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(iss) as follows:

A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in I tom 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations, The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endurements therefore and as a condition precedent squees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Heinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herawith.

8. Liability of the Reinsurer for any damages assessed against the Company shall make available times.

8. Liability of the Reinsurer for any damages assessed against the Company urising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Cartificate notes: the Reinsurer shall have been made aware of end shall have concurred in the actions giving rise tends damages.

In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsummen

any rights under this Certificate of Reinsmand.

2. As a condition procedure, the Company dual promptry provide the Reinsman with a definitive antenest of lass or any claim as securence control to the Company and trough each the Contilians which involves that, serious injury of lawsuit. The Company fulfiliates notify the Reinsman rountly of any claim or occurrence where the Company has created a leasure of each to lifty (801) percent of the Company has created a leasure of the Company in turnation specified in the 3-d of the Chelarations. While the Reinsman does not undertaken to myoul part on telefact distinct or suits, it shall nevertheless have the right and shall be from the approximate, with the foll despectation of the Company, to associate that it is in the control control of the Company, to associate the last the approximate and type to the day dead of a quarter of a finite control of control of any control of the Company and the equation of the Company that the opposite and the provide day of the control of the Company and the equation of any order of control of the Company and the equations.

All loss in there are made to the Company, provided they are with the terms and conditions of this Contilions of the original policylies) and within the terms and conditions of this Contilions extended to distain the terms and conditions of this Contilions extended to diss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employed incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or waverd, in the ratio that the Reinsurer's loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the Itest layer of participation.

#### F. Definition

As used in this Certificate the following terms shull have the meaning set opposite each.

EXCESS OF LOSS. The limits) of liability of the Reinsone, as stated on Item 4 of the Declarations (Reinsgrance Accepted applicacly) only to that portion of loss settlement(s) in excess of the applicable returnition of the Company as stated in item 3 of the Declarations.

Max secretary

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Rainsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT. The reinsurance provided does not apply to any hazards or risks of loss or demage covered under the Company's policy other than those specifically set forth in the Declarations. The retuntion of the Company and liability of the Reinsuror shall be determined to though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Compony's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propuncities of any loss reported hereunder.

G. The Heinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursument obtained or recovery made by the Company, less oil expenses paid by the Company in making such moderty. If the reinsurance afforded by this Conflicato is on the excess of loss hosis, salvage shall be applied in the inverse order in which liability attaches.

H. The Company will be liable for all taxes on premiums ceded to the Bolosuper under this Conflicture of Belosupence.

Reinsurer under this Certificate of Reinsurance.

I. In the evant of the involvency of the Commany, the reinsurance provided by his Certificate shall be payable by the Reinsuran on the basis of the floodity to the Company under the policyfied reinsured, without disconting because of such involvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the needlancy of each claim against the Company on the policyflus) reinsured functionary within a reasonable time after such claim is filled in the insolvency proceedings where such claim is to be administrative, and the following the continuous states of the proceeding where such claim is to be administrative, any detenses which it may deem available to the Company or its excellent for or extintory receiver. The expense their incomed by the Person of the insugandar subject to court approach, against the method for any support of the expense of liquidation to the extent of a proportional cause when the benefit which may accord to the Company solely as the result of the defense undertuken by the Felinsurer.

J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.

K. Should the Company's pollcy be cancelled this Certificate shall terminute automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Bainsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, studing when thereafter the reinsurance afforded hardery shall terminate, Proof of mailing shall be desired proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of their rate or pro-rate tables.

 The terms of this Certificate of Reinsurance shall not be waived of changed except by undorsement issued to form a part hereof, executed by a duly authorized reprotontative of the Reinsurer.

In Hittess Whereof, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurence to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

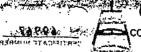
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# EXHIBIT K

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REPLACES CERTIFICATE NO.	69185		•	
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ITEM 3 - COMPANY RETENTION	and the second s	)		
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ITEM 4 - REINSURANCE ACCEPTED		**************************************	* * ***********************************	
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ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	CONTRIBUTING EXC	:ESS [	NON-CONCURRENT	
ITEM 6 - PREMIUM				
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\$4,650.00 NET			****	•
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FM 16.0.93 (1-77)

COMMENSIA COUL



## ERTIFICATE OF REINE JANCE

CONSTITUTION REINSURANCE CURPORA 1107 BRTS MAILLIAN DIE

NEW YORK, NEW YORK 10038

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of Jiability set forth herein and in the Declarations made a part as follows:

A. The Company warrants to retain for its own account subject to treaty, reinsurence, if applicable, the arrount of liability specified in Itam 3 of the Declarations, unless otherwise cledared to the Reinsurer. The liability of the Bedarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Heinsurer's configuration as non-concurrent telesurance in the Declarations of 190 AM as to configurate the price shall be as specified in the Operations at 1900 AM as to one on the Beinsurer with a conv of its policy and all endorsaments thereto and as a condition procedent ignore to notify the Bensarier promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsuren at all reasonable times, all records of the Company mutuing to this Certificate of Reinsurance or claims in connection between.

U. Liability of the Reinsurer for any damages essessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made awere of and shall have concurred in the actions giving rise to such fauntages.

On no event shall acyclic other this the Commany or, in the event of the Company's insolvency, the receiver, fliquidator or statutory successor, have any rights order this Cartiflopte of Reinsprunce.

any rights under this Cartifloate of Hemburunee.

D. As a condition precedent, the Company shall promptly provide the foreigness with a definitive stotement of loss on any citim on continuous spaces. In the Company and brought under this Cartifloate which involves that some company or deviate. The Company chall also notify the Reinsurer promptly of any claim or occurrence where the Company is retained a loss seems equal to fifty [50] percent of the Company's retaintion specified in the 2 of the Tostarobons, While the Reinsurer occurs transmisses for exactly and the Company's retaining which are the foreign or the Company's retaining to the second of the continuous for exactly and the continuous transmisses to revenue the company of the continuous and continuous and continuous and continuous and continuous the continuous proceeding modeling units Certificate of Reinstranges.

All inc. settlements made by the Company, provided they are within the terms and conditions of the original golicylies) and within the terms and conditions of this Certificate of Reinsuranes, shall be binding on the Reinsurer, Upon member of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Duclarations. In addition thateto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salarial employee) incurred by the Company in the investigation and its proportion of court costs and interest on any independent or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no toss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in item 4 of the Declarations in the first layer of participation.

F. Definitions

As used in this Certificate the following terms shall have the mouning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS—The Company's policy applies in excess of other valid insorance, reinsurance or a self-insured retention and the limit of Hability of the Reinsurer applies proportionally to all-loss settlements in the percentages of the percentage of the percentages.

NON-CONCURRENT. The remainance provided does not apply to any higher or risks of force or demage covered under the Company's policy office of the third was a first to the Declarations. The expection of the Company and hability of the Relineuror shall be determined as though the Company's policy against only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS. Shall consist of those narts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

G. 1.1 The Bainsurer will be paid or chadited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, loss all expenses paid by the Company in making such recovery. If the reinsurance afforced by this Cartificate is on the excess of loss basis, surveye shall be applied in the inverse order in which liability attaches.

H. The Company will be liable for all taxes on premiums coded to the Reinsurar under this Certificate of Reinsurance.

I. In the event of the insolvency of the Company, the relocutional provided by his Certificate shell be payable by the Remains on the bosis of the liability of the Company under the poticylies] reinsured, without diministion because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the henclancy of each latin against the Company on the policyles) refrained have rates a bin a researching time from the reference between the continuous of the Reinsurer shall found the instantant of the Reinsurer shall be proceeding where such claim is to be an above a latin to the researching time Reinsurer which is new expense, in the proceeding where such claim is to be an above of any determine which is new expense. The expense their incurred by the Reinsurer shall be disrigable, subject to court approval, opinist the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may recover to the Company solely as the result of the defense undertaken by the Reinsurer.

J. The Reinsgrer may affect any balance(s), whether on account of promiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceeding Company.

K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except on [10] days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shell typiniate, Proof of mailing shell be duemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate of pro-rate tables.

t. The terms of this Certificate of Heinsurance shall not be waived or changed except by endorsament issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Bitness Thereof, Constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

Said Armais President

#### INTERMEDIARY CLAUSE .

CERTIFICATE NO. 69967 COMBUSTION ENGINEERING, INC., ET AL

PCM INTERMEDIARIES, LTD. - NEW YORK IS HEREBY RECOGNIZED AS THE INTERMEDIARY THROUGH WHOM ALL FUNDS DUE EITHER PARTY TO THE CERTIFICATE NOTED ABOVE ARE TO BE TRANSMITTED.

PAYMENTS BY THE COMPANY TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO CONSTITUTION REINSURANCE CORPORATION AND PAYMENTS BY CONSTITUTION REINSURANCE CORPORATION TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO THE COMPANY ONLY TO THE EXTENT SUCH PAYMENTS ARE ACTUALLY RECEIVED BY THE COMPANY.

FM. 16,0.137 (5-80)

# EXHIBIT L

## CONSTITUTION REW URANCE CORPORATION

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TEM 3 - COMPANY RETENTION				
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## CONSTITUTION REW JURANCE CORPORATION TO A PULL A MAN A STATE OF THE ST

CONSTITUTION REINSURANCE CORPORATION

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110 WILLIAM STREET NEW YORK, NEW YORK 10038

INTERNATIONAL INSURANCE COMPANYLUCION and belies niered

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of flability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the company named in the Declarations (herein called the Company) in respect of the Company's policylies as follows:

The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Deciprations, unless otherwise declared trusher Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Deciprations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of Company and shall be subject in ell respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall turnish the Reinsurier within copy or its policy and ell anddreaments thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurence and the Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith. Certificate of Reinsurance or claims in connection herewith.

Liability of the Remainst for any demages assessed applied the Com-E. LIBDITY OF THE REPRETED TO BOY GRANGES BRESSED OBJECTS the Color of heading out of Jis conduct. In the Investigation, repositation, defense or sending of any distins or the any dealing with its policyholdes is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.

C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Cartificate which involves a death, surlous injury or lawsuit. The Company shall also notify the Reinsurer promptly of any plaim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

E. All loss soutlements made by the Company, provided they are within the terms and conditions of the original policylies! and within the terms and conditions of this Certificate of Reinsurence, shell be binding on the Reinsurent Upon receipt of a definitive statement of lost the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall-pay its proportion of expenses (other than office thereto, the Heinsurer shall-pay its proportion of expenses force man drive expenses and payments to any salariad employes incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Heinsurer's lost payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in item 4 of the Declarations in the first layer of participation.

Definition

As used in this Certificate the following terms shall have the meaning set

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Deciarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retaintion of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retantion and the limit of liability of the Reinsurar applies proportionally to bliobs settleman in the limit of second age(s) set forth in I tem 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered when the Company's policy other, than those specifically set forth in the Declarations. The retention of the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Opcinations (2) \$\frac{1}{2} \text{Times} \frac{1}{2} \

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate-loss reserves and determine the propentities of any loss reported hereunder.

The Reinsurer will be paid to credited by the Company with its pro-

G: The Heinsurar will be paid or credited by the Company with its proportion of salvabe; that is, reimburgation obtained of recovery made by the Company, less all expenses paid by the Company in making such recovery. If, the reinsurance afforded by, this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

The Company will be liable for all taxes on premiums coded to the Reinsurer under this Certificate of Reinsurance.

Reinsurer under this Certificate of Reinsurance.

I. In the event of the insolvency of the Company, the reinsurance provided by this Cartificate shall be payable by the Reinsurer on the basis of the lightifity of the Company under the policy (list) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy (lest) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defanses which it may deem available to the Company or it receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court exproval, against the insolvent Company as part of the benefit which may accrue to the Ecompany solely as the result of the defense undertaken by the Reinsurer.

I. The Reinsurer may official shy believed.

I. The Reinsurer may official shy believed to the Company solely as the remitted to the defense undertaken by the Reinsurer.

I. The Reinsurer may official shy believed to the spense, salvage or any other amount(s) due from one party to the other, under this Cartificate of Reinsurer, whether account of the between the Company and the Reinsurer, whether accounts

into between the Company and the Reinsurer, whether acting as assuming reinsurer of as ceding Company.

rensurer of as dealing Company.

K. "Should the Company's policy be cancelled this Certificate that terminate automatically at the same time and date. This Certificate inlay also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment o premium with prior written notice, one to the other, stating when thereafts the reinsurence afforded hereby shall to the reinsurence afforded hereby shall to the company's calculation in the use of short rate or pro rate tables.

L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement Issued to form a part hereof, executed by: duly authorized representative of the Reinsurer."

In Hitness Thereof, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its Presiden and Secretary at New York, New York New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

Said Dimais Presiden

### INTERMEDIARY CLAUSE

CERTIFICATE NO. 70643 COMBUSTION ENGINEERING, INC.

PCM INTERMEDIARIES, LTD. - NEW YORK IS HEREBY RECOGNIZED AS THE INTERMEDIARY THROUGH WHOM ALL FUNDS DUE EITHER PARTY TO THE CERTIFICATE NOTED ABOVE ARE TO BE TRANSMITTED.

PAYMENTS BY THE COMPANY TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO CONSTITUTION REINSURANCE CORPORATION AND PAYMENTS BY CONSTITUTION REINSURANCE CORPORATION TO THE INTERMEDIARY SHALL BE DEEMED TO CONSTITUTE PAYMENT TO THE COMPANY ONLY TO THE EXTENT SUCH PAYMENTS ARE ACTUALLY RECEIVED BY THE COMPANY.

FM. 16.0.137 (5-80)

# EXHIBIT M

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



ROCKWELL INTERNATIONAL CORPORATION	XSI 7165	
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PITTSBURGH HEINSURANCE POLICY PERIOD COMPANY POLICY PER	PENNSYLVANIA BENEWAL CER	TIFICATE NO.
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REPLACES CERTIFICATE NO.		
ITEM 1. TYPE OF INSURANCE	The second secon	
EXCESS UMBRELLA LIABILITY		
ITEM 2 - POLICY LIMITS & APPLICATION		
\$28,000,000 EACH OCCURRENCE AND IN PART OF \$40,000,000 EXCESS OF \$60,0	THE AGGREGATE WHERE APPL 00,000 WHICH IN TURN IS	.ICABLE EXCESS
ITEM 3 - COMPANY RETENTION		
\$26,000,000 SUBJECT TO FACULTATIVE	REINSURANCE	·
ITEM 4 - REINSURANCE ACCEPTED		
\$2,000,000 EACH OCCURRENCE AND IN T PART OF \$28,000,000 PART OF \$40,000 \$60,000,000 WHICH IN TURN IS EXCESS	HE AGGREGATE WHERE APPLI ,000 WHICH IS EXCESS OF OF PRIMARY	CABLE
ITEM 5 - BASIS OF ACCEPTANCE	SS NON-CONCUR	PENT
EXCESS OF LOSS X CONTRIBUTING EXC	iss Non-Concorn	*****
ITEM 6 - PREMIUM		
\$3,100.00 NET	JY CARPENTER & COMPANY, Inc.  MIDWEST DEPARTMENT  REINSURANCE  100 SOUTH WACKER DRIVE CHICAGO, ILLINOIS 60606	
ITEM 7 - CANCELLATION NOTICE		
90 DAYS		

CONSTITUTION REINSURANCE CORPORATION

SENIOR VICE PRESIDENT

#### CERTIFICATE OF REINSURANCE

#### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 herein called the Reinsurer REINSURING AGREEMENTS AND CONDITIONS

n consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the reding company named in the Declarations therein called the Company) in respect of the Company's policyties) as follows:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer of Certificate period shall be as specified in the Declarations at 12°01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a corry of its policy and all onderstreness thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Reinsurer at all reasonable times, all records of the Company relating to this Certificate of fleinsurance or claims in connection here with
- B. Liability of the Reinsurer for any damage, assessed against the Company arising out of its conduct on the investigation, negotiation defends or handling of any claims of suits or in any dealing, with its policyholders is specifically excluded under this Crifficate unless the ftensurer shall have been made aware of and shall have concurred in the actions giving rise to
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or Elatoron, successor, have any rights under this Cartificate of Hemanance
- on rights under this Certificate of removiance.

  O. As a condition precedent, the Company sholl promptly provide the Reinsurer with a definitive staxment of loss or any claim to occurrence reported to the Company and Incorple under this Certificate which involves a death, sorious rejury to lowarm The Company shall as a notify the Reinsurer promptly of any claim or occurrence where the Company has created a for reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations While the Hemourer does not undertone to investigate or defend claims or sails, it shall neverthets share the high and shall be given the opportunity, with the full compensation of the Company, to associate course at its own expense and to you with the Company and a system the tives in the defense and control of any claim, and or proceeding reading this Cartificate of Remautance
- Continues of Remistrance

  E. All loss settlements made by the Company, provided they are within
  the terms and conditions of the langual policylard and within the terms and
  conditions of this Certificate of Reinsing keyshall be triading on the Remistrat
  Upon receipt of a definitive statement of loss, the Remistrative Proportion
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  thereto, the Hemistratishall pay its proportion of expenses tother than office
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  judgment or exact, in the ratio that the Relinsion's loss payment thears to the
  Company's gross loss payment of there is no loss pryment, the Relinsion
  hall pay are proportion of such expenses only in respect of bissness as conhall pay are proportion of such expenses only in respect of bissness as conhall pay are proportion of such expenses only in respect of payments in the
  of the Declarations in the first layer of participation.
- F. Definitions
  As used in this Certificate the following terms shall have the meaning set opposite each.
- EXCESS OF LOSS. The limit(s) of habitity of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applicacy) only to that portion of loss settlement(s) in excess of the applicable retaintion of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentagold set forth in item 4 of the Declarations

NON-CONCURRENT. The remainance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and hability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the processities of any loss reported foreunder.

- The Reims are will be paid or credited by the Company with its proportion of salvage, thet is, romators ment obtained or recovery made by the Company, loss off express, paid by the Company in making such recovery it the credit energy of the company of the excess of loss basis, salvage shall be applied in the inverse order in which hability attaches
- 11. The Company well be liable for all taxes on premiums ceded to the Beinsurer under this Certificate of Romanance.
- Heinster under this Certificate of Romanance.

  In the executed the inside exect of the Company, the tenearance provided by the Centhran Stell be perbe by the Reinster on the bask of the finishing of the Company under the perbecket tensured, without diminishing tenses of sach mode, new directly to the Company or its receiver, figured for, a statisticity success. The Rein are shall be given written notice of the perhaps of each claim against the Company on the policyles) massived hereunder within a reasonable time this restriction is filed in the its solven proceedings. The Reinster shall be a the right to investigate each such claim is the and in the right, and it own operate, if a poor diagraph within such claim is taken and interest, and at its evaluation to be an artificial to the Company of the receiver, figuritate, an action of the such and the right to the contraction of the inside the Company of the Reinster shall be their claim is fine, subject to come approach opened the contraction of the Erichia which may a cut to the colorion and in a proportion to shall only a fine of the Linchia which may a cut to the Company with your testing the firm the Reinster's contraction and the decimal article than the firm the state of the Linchia chart to the Reinster's contraction are count of
- I The Firemain may offset my todaser (s), whether on account of pictorians, commissions, claims, for a function expense, salways or any other transfells do from one pay to the other prefet this Certificate of technologies of united by other prefet of the control of threather emissed into between the Company and the Recisions, whether a top as assuming remuirer or as certain Company
- K. Should the Company's putey be enticled this Certificate shall terminate automatically of the same time and date. This Certificate may also be conselled to the Company on by the fluorence upon not less than the number of days shower in them 7 to epi ten 100 days for non-payment of premium with pure written notice, one in the other, stating when thereafter the reinstrumes affected bricky shall trained, Proof of making shall be deemed proof of notice and calculation of the carned preintum shall follow the Company's calculation in the use of short rate or pro-rate tables.
- The terms of this Certificate of Remounance shall not be waived changed except by endorson ont issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Mitness Mitered, CONSTITUTION REINSURIANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames Johan secretary

Hard Annaes President